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8-8-1979

# Illinois Food Retailers Association Independent Food Stores and Retail Clerks Union, AFL-CIO, Locals 98, 1453, 1504, 1540, and 1550 (1979)

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# Illinois Food Retailers Association Independent Food Stores and Retail Clerks Union, AFL-CIO, Locals 98, 1453, 1504, 1540, and 1550 (1979)

**Location**

IL

**Effective Date**

8-8-1979

**Expiration Date**

8-7-1982

**Number of Workers**

Unknown

**Employer**

Illinois Food Retailers Association Independent Food Stores

**Union**

Retail Clerks Union

**Union Local**

98, 1453, 1504, 1540, 1550

**NAICS**

44

**Sector**

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**Comments**

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# **CONTRACT**

*between*

**LOCALS 98, 1453, 1504, 1540, 1550  
RETAIL CLERKS UNIONS  
AFL - CIO**

*of the*

**UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION,  
AFL - CIO, CLC**

*and*

**ILLINOIS FOOD RETAILERS ASSN.  
INDEPENDENT FOOD STORES**



**AUGUST 8, 1979**

*through*

**AUGUST 7, 1982**

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# AGREEMENT

This Agreement, mutually entered into by and between  
RETAIL CLERKS UNION, LOCAL NO. \_\_\_\_\_  
chartered by the United Food and Commercial Workers  
International Union, AFL-CIO-CLC, as party of the first  
part, and hereinafter referred to as the Union, and

\_\_\_\_\_

\_\_\_\_\_

or its successor, as party of the second part, and hereinafter referred to as the Company.

The parties to this Agreement agree that they will not discriminate against any employee, or prospective employee, because of age, race, sex, creed, color, national origin or Union affiliation.

## ARTICLE I—INTENT AND PURPOSE

1.1. The Employer and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and so set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

1.2. The Company recognizes the Union as the sole collective bargaining agency for all of the employees, as hereinafter set forth, employed at the retail stores of \_\_\_\_\_,  
in the geographical jurisdiction of the Union.

## ARTICLE II—COVERAGE

2.1. The term "Company" as used in this Agreement shall refer and relate to all retail food stores now owned and/or operated by the Company located within the geographical jurisdiction of the Local Union, and such new retail food stores as the Company shall operate during the term of this Agreement. The terms and conditions of this Agreement shall apply to all operators of concessions, leased or licensed departments of the Company operating in the stores described above.

2.2. The term "employees" as used in this Agreement shall include all employees working in the retail food stores of the Company, including employees working in leased and/or licensed departments and all concession departments, within the store, except its employees in the meat department and one (1) Store Manager.

### **ARTICLE III—UNION AFFILIATION**

3.1. The Company agrees that there shall be no discrimination against any employee because of Union affiliation or activity.

3.2. It is agreed that an employee of the Company, upon being elected or appointed to office in the Union shall be granted a leave of absence for a period up to three (3) years, and upon expiration of such leave shall be reinstated in a similar position as that held when granted leave of absence.

### **ARTICLE IV—UNION SHOP**

4.1. The following shop condition shall be effective: It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Company may secure new employees from any source whatsoever. During the first (1st) thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Company provided, however, that the aforementioned thirty (30) day period may be extended up to sixty (60) days by mutual agreement between the Employer and the Union.

4.2. During the aforesaid thirty-one (31) day period, all terms and provisions of this Agreement shall be applicable to the employees unless otherwise specifically provided.

4.3. **Checkoff:** The following provision shall become effective for Retail Clerks Local Union No. \_\_\_\_\_, if and when such Local Union desires to institute such checkoff procedure. Upon sixty (60) days' notice to the Employer involved, the following shall become applicable:

"The Employer shall for the term of this Agreement deduct initiation fees as authorized, and shall deduct Union dues from the last pay of each month of employees who are members of the Union who individually certify, in writing, authorization for such deductions. The authorization for such deduction may be revoked by the employee upon giving thirty (30) days' written notice to the Employer and the Union. The Employer shall promptly remit all sums deducted in this manner to the Secretary-Treasurer of the Local Union."

## **ARTICLE V—MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the management of the business, including the right to plan, determine, direct and control store operations and hours the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for proper cause, and to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, is vested in the Employer; provided, however, that these rights shall be exercised with due regard for the rights of the employees. The listing of specific rights in this Agreement is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

## **ARTICLE VI—CLERKS WORK CLAUSE**

**6.1.** No salesman shall handle or stock any merchandise in the store, excluding the meat department, except rack jobbers and driver-salesmen engaged in servicing the retail stores under prevailing practices with merchandise directly from a delivery vehicle at the point of delivery. It is understood that the above shall not apply in new stores during the first week after the store is opened. In the event of violation of this Section, the most senior employee working in that store at the time of the violation shall receive four (4) hours' straight-time pay or straight-time pay in the amount of actual time spent in such violation. If more than one (1) person is involved in the violation, the two (2) senior clerks shall receive the violation pay.

**6.2.** Any such employee performing Regular-Clerk duties shall receive the appropriate Regular-Clerk rate of pay for all hours worked on the day or days the violation occurred.

**6.3.** It shall be a violation of this Agreement for Utility Clerks to perform any duties other than those set forth in Section 7.4 (e). In order to insure compliance with this provision, the parties agree as follows:

- (a) The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Utility Clerks and instructing all employees that the performance of any other duties constitutes a violation of the Contract.
- (b) Upon the first violation of this Section, the Utility Clerks in the store involved shall be paid the regular clerk's starting rate for all hours worked

in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerks' duties.

- (c) Upon a second violation in the same store, all Utility Clerks in the store involved shall be paid the regular clerk's starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerks' duties.
- (d) Upon a third violation in the same store, all Utility Clerks in the store involved shall be paid double the Utility Clerk's rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerks' duties.

## **ARTICLE VII—SENIORITY**

**7.1.** Seniority shall be defined as the length of continuous employment with the Employer within the bargaining unit and shall begin with the employee's last date of employment. For seniority purposes, a "date of employment" shall mean a date the employee actually works. Seniority ranking for employees commencing employment on the same date shall be determined by the day and month of birth. The employee whose date and month of birth is closest to January 1, within the calendar year, shall have the greatest seniority. Employees transferred into the bargaining unit from an Employer's store covered by Contract with Retail Clerks Locals 98, 1453, 1504, 1540 and 1550, shall maintain their previously acquired seniority. Supervisors transferred back to the bargaining unit shall be credited for all seniority earned prior to the supervisor's promotion out of the bargaining unit.

**7.2.** No employee shall acquire any seniority rights until he has been employed by the Company for at least thirty (30) days, provided that after thirty (30) days' employment the seniority shall revert to the last date of hire.

**7.3.** Seniority may be broken only by quit, justifiable discharge, layoff for one (1) year, employment outside the bargaining unit for one (1) year or failure to return to work in accordance with the terms of a leave of absence or recall from layoff.

**7.4.** In the application of the principles of seniority, there shall be two (2) seniority groups, ranked in the following order: (1) Regular Clerks; and (2) Utility Clerks. The seniority groups are defined as follows:

- (a) Regular Clerks are all employees other than General Merchandise Clerks, Bakery-Deli Clerks and Utility Clerks.
- (b) Utility Clerks are all employees whose duties are limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; sweeping floors anywhere in the store;



cleaning the parking lot and other adjacent areas outside the store; filling bag racks; cleaning areas around and in front of the checker lanes; cleaning restrooms; collecting and sorting containers; disposing of trash and rubbish; washing and cleaning of shelves and fronts of cases, without handling merchandise; washing windows; posting of window signs; and returning of merchandise left by customers from check stands to shelves or displays.

**7.5.** The transfer of an employee to a seniority group having a higher wage schedule shall be deemed a promotion. Such employees shall have two (2) seniority dates, to wit, the date of hire and the date of promotion. Within the employee's new seniority group, the date of promotion shall apply. In the event the employee is returned to a lower seniority group, the date of hire shall apply.

**7.6.** The Employer shall prepare seniority lists as follows: For each group of employees, the Employer shall prepare a master list for all stores covered by the Contract and a separate list for each store. The Employer shall prepare a master list once each six (6) months. The separate store list for each seniority grouping shall also be prepared each six (6) months. Copies of all lists shall be submitted to the Union and maintained in the store office. Additionally, copies of the separate store lists shall be posted in the store in a conspicuous place accessible to the employees. The list shall include each employee's name, rate of pay, date of hire, classification and promotion date, where applicable. No employee shall be bound by a seniority date appearing on a list if, in fact, the seniority date is incorrect.

**7.7.** In order to maximize the opportunity for employees to exercise seniority rights in a manner which will allow employees to work in stores convenient to their store of last employment, the parties agree that there shall be mutually agreed upon geographical groupings of stores. Employees' seniority rights shall be exercised on a store basis, geographical grouping basis as well as a Local Union basis as more specifically set forth below. By mutual agreement the geographic grouping may include stores located within the jurisdiction of two (2) or more Locals. In the event of a new store opening, the parties agree to meet prior to the date of posting the new store opening to discuss the geographic grouping and revise the same if necessary. In the event of a store closing, the parties agree to meet within seven (7) days following the store closing to discuss the geographic grouping and revise the same if necessary.

**7.8. Layoffs:** Layoffs within the store shall be on a strict seniority basis within the affected seniority classification. The Employer shall offer employees a reasonable period of training, not less than thirty (30) days,

if necessary to comply with this seniority requirement. A laid-off employee shall have the following options based upon seniority:

- (a) The laid-off employee may elect to transfer within his seniority classification to any store in the geographic grouping provided that in the store selected by the laid-off employee, there is at least one (1) less senior employee working in the same classification. If the transfer involves work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training, not less than thirty (30) days.
- (b) In the event the laid-off employee's seniority does not permit a transfer within the geographical grouping, then the laid-off employee may elect to transfer to any store within the jurisdiction of the Local Union in accordance with the employee's seniority, on the same basis and under the same conditions as set forth in Paragraph 1 above.
- (c) In the event the laid-off employee's seniority does not permit a transfer within the Local Union jurisdiction, then the laid-off employee may elect to transfer in accordance with the employee's seniority to a store of the Employer within the jurisdiction of any one of the Local Unions listed in Section 7.1, provided, however, that such transfer will displace the least senior employee only working in said Local Union's jurisdiction.
- (d) A laid-off employee may elect to take a demotion to a lower seniority grouping within his store (a seniority grouping with a lower wage schedule). The employee will then be placed upon the applicable seniority list based upon the employee's last date of hire.
- (e) Lateral transfers will be allowed between equal wage structure seniority groups within the store.
- (f) It is specifically understood and agreed that each employee who is subject to layoff must exercise all options as specified in this Section 7.8, except for (c) above. Should the employee's seniority prove insufficient to entitle the employee to remain employed in any manner outlined above, then the employee will be laid off. Before hiring any new employee or promoting an employee to a job within the laid-off employee's seniority classification, the Employer will first offer recall rights to employees on the layoff list in accordance with seniority. An employee may decline to accept a recall to any store other than to one within the same geographic grouping from which the layoff occurred without forfeiting the recall rights.

**7.9.** All employees shall have recall rights up to one (1) year from layoff.

**7.10.** An employee who is reduced in hours by more than six (6) hours per week for four (4) consecutive weeks will be eligible to transfer as set forth above. The base period used to determine the six (6) hour reduction will be the average number of hours worked during the preceding four (4) weeks. Employees who wish to transfer under this provision must notify their Store Manager in writing, with a copy to the Union. The transfer will be made in accordance with Section 7.8 above, and will be effective the beginning of the second (2nd) week following receipt of such notice.

**7.11.** Any employee laid off as a result of a store closing or any employee laid off as a result of transfer pursuant to the aforesaid transfer provisions, including a layoff occasioned by the transfer of an employee from a closed store, shall have the same transfer rights as set forth above.

**7.12. Promotions and Demotions:** Promotions and demotions shall be handled in the following manner:

- (a) When a job opening occurs within a store, it shall be filled either by a voluntary transfer in accordance with Section 7.13, or by an employee from the next lowest seniority group within the store in accordance with strict seniority.
- (b) Promotions to classified jobs shall be within the sole discretion of the Employer, provided, however, that all classified jobs shall be filled by unit employees.
- (c) The Employer shall afford every promoted employee a reasonable period of training in the position, not less than thirty (30) days.
- (d) An employee promoted to a classified job must perform the duties of the classified job.
- (e) No employee shall be demoted from any seniority group or any premium-pay position without just cause.

**7.13. Involuntary and Voluntary Transfers:** The Employer may transfer employees to meet the necessities of the business with the following limitations and under the following conditions:

- (a) No employee shall be involuntarily transferred outside of their geographical grouping.
- (b) In the event a transfer is required outside of the geographic grouping, the Employer will first seek volunteers. In the event no volunteers apply for a transfer the Employer will make the transfer in accordance with inverse seniority.
- (c) No involuntary transfer will be made which will

result in a reduction of hours for the transferred employee.

- (d) Should the regular employee be temporarily transferred from his or her regularly assigned store to another store and such transfer results in additional transportation expense, the employee will be reimbursed by the Company for such additional transportation expense. Transportation costs shall be computed on the basis of the Federal Travel Expense Standards in effect at the time.
- (e) An employee desiring a transfer to a store closer to home shall notify the Employer in writing of his or her desire to transfer to a specific store. In the event of a job opening in the specific store involving a comparable number of hours, the Employer will transfer the employee to the specific store. The employee requesting the transfer must have greater seniority than other employees in the store who have requested to fill the job opening.

#### **ARTICLE VIII—WORKING HOURS AND OVERTIME**

8.1. The basic workweek shall be forty (40) hours to be worked in five (5) days, eight (8) hours per day, not necessarily consecutive, between Monday through Saturday. During the life of this Agreement there shall be no change in the basic workweek without first obtaining the approval of the Union. This provision shall not be construed as a guarantee of forty (40) hours of work.

8.2. Employees will be paid time and one-half ( $1\frac{1}{2}$ ) at the regular rate of pay for work performed on the sixth (6th) day of any week, regardless of total weekly hours, except in a case where an employee accepts a call-in that results in a sixth (6th) day of work. Utility Clerks who average less than thirty-five (35) hours per week shall not be covered by this provision.

8.3. Employees will be paid time and one-half ( $1\frac{1}{2}$ ) their regular rate of pay for work in excess of forty (40) hours per week.

8.4. Employees will be paid time and one-half ( $1\frac{1}{2}$ ) their regular rate of pay for work in excess of eight (8) hours per day.

8.5. Time and one-half ( $1\frac{1}{2}$ ) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

8.6. No employee shall be scheduled for less than three (3) hours' work on any day of the week. All employees reporting to work, as scheduled, shall be guaranteed the number of hours' work as indicated on the work schedule for that day, or shall receive pay in lieu of such hours worked, except in cases of emergency due to Acts of God, civil disorder, strikes, or boycotts. All employees called in to work on an unscheduled day,

shall receive a minimum of three (3) hours' work, or three (3) hours' pay in lieu thereof. No employee shall have his workweek reduced or be required to take time off as a result of this paragraph of the Contract.

8.7. All work performed by employees on Sunday and holidays shall be considered as premium work, and such work shall be paid at the rate of time and one-half (1½) the employee's regular rate of hourly pay. Sunday work shall not be considered part of the basic workweek for employees. Sunday and holiday work shall be scheduled by the Employer and shall be rotated among all employees who volunteer for Sunday work. Should an insufficient number of employees volunteer, the Employer shall have the right to schedule from the least senior in inverse order. Senior employees shall have the right to Sunday and holiday schedule with the greatest number of hours.

Within the third (3rd) week of the month the Employer shall post a notice next to the weekly work schedule requesting volunteers for Sunday work and holidays, if any, during the following month. Once posted and scheduled, employees who fail to meet their commitment will forfeit their right to rotation for the month. Employees requesting Sunday or holiday work shall have the right of the greatest number of hours scheduled for the day in question, by seniority.

8.8. The Employer shall post in ink or other permanent means in each store the current work schedule for all employees working in the store. The schedule shall be posted by no later than Thursday, 4:00 P.M., of the week preceding the scheduled workweek. The schedule shall list the names of the employees in accordance with seniority and classification. All hours for the week shall be posted on the schedule.

Forty (40) hour employees shall have the right, in accordance with seniority, to select their preferred day off from among the various days off which are regularly available in the store for their job classification. The employee shall notify the Store Manager of his or her preference in writing. Once so notified, the employee shall be regularly scheduled for the preferred day off. Where Saturday is a scheduled day off, the day shall be rotated among the forty (40) hour employees and scheduled off in lieu of their regular day off. Work schedules shall be maintained in the store for a three (3) month period of time and shall be made available to an authorized representative of the Union for examination upon request. No employee who is called in to work out of the posted work schedule shall be required to take compensatory time off from the posted work schedule. Schedules must be posted in an area that is accessible to all employees.

8.9. An Employee scheduled to work during any week shall receive a minimum of twelve (12) hours' pay.

However, this does not apply to employees who, under the previous Contract, were scheduled to work on Saturday only, or employees whose hours are claimed pursuant to Article 8.12 and the result of such claim leaves the employee with less than twelve (12) hours per week. In which case the employee whose hours were claimed will work whatever hours remain after the claim.

**8.10.** Employees shall not be scheduled to work a split shift. A split shift is defined as two (2) shifts more than one (1) hour apart.

**8.11.** Call-In Hours and Additional Hours:

- (a) Call-in hours are defined as replacement hours occasioned by the absence of an employee. The Employer will make a reasonable effort to call in employees in accordance with seniority. Employees will have the right to refuse a call-in. The Employer shall not be obligated to call an employee in accordance with seniority if the replacement hours would result in overtime for the called-in employee.
- (b) Additional hours are defined as hours added to the posted schedule due to business needs through the call-in of additional employees or through the assignment of additional hours to employees at work.
- (c) In the event additional hours are occasioned by the need for additional employees, the Employer will call in employees in accordance with Paragraph (a) above.
- (d) In the event additional hours are occasioned by the need to assign additional hours to employees at work, such hours shall be offered to employees at work in order of seniority. Failure to obtain sufficient volunteers, the hours shall be assigned in reverse order of seniority.

**8.12. Claiming of Hours:** Employees within their seniority group shall be eligible to claim available hours up to and including eight (8) hours per day, and up to and including forty (40) hours per week in a regular workweek, including any portion of a less senior employee's hours in accordance with seniority. It is understood and agreed that Sunday and/or holiday hours may not be claimed pursuant to this Section. Hours claimed under the provisions of Section 8.2 of this Agreement on the sixth (6th) day in a workweek or in excess of thirty-two (32) hours in a holiday week, shall be paid for at straight time.

An employee's right to claim available hours shall include the right to claim all or any portion of a junior employee's schedule commencing prior to or upon the termination of the senior employee's schedule or within four (4) hours thereof so long as the result of the claim permits the junior employee to work a minimum of

three (3) unclaimed hours. A claim within such time period shall not be construed as a split shift.

An employee shall not be required to make the same available-hours claim each week. Once an employee has claimed hours, the schedule shall be adjusted consistent with the employee's claim for future weeks. Failure to do so shall be a violation of this Agreement and the employee shall be entitled to pay for the hours in question. Employees who regularly worked forty (40) hours under the preceding Agreement shall not have their hours claimed.

Once the work schedule has been posted pursuant to the provisions of Section 8.8 hereof, employees wishing to claim additional available hours must make their wishes known to the Store Manager, or his designee, within twenty-four (24) hours of such posting or waive their right to claim additional hours for the balance of the work schedule as posted.

**8.13.** All employees shall receive an unpaid lunch period during each eight (8) hour shift. The lunch period shall be either one-half ( $\frac{1}{2}$ ) hour or one (1) hour by mutual agreement. Employees working six (6) hours or more, but less than eight (8) hours per day who request a lunch period shall be granted a one-half ( $\frac{1}{2}$ ) hour lunch period. In the case of an eight (8) hour shift, the lunch break shall be scheduled no earlier than three (3) hours before the end of the shift. In the case of a shift of less than eight (8) hours, the lunch break shall be scheduled no later than two (2) hours prior to the termination of the shift and no earlier than two (2) hours after the start of the shift.

**8.14.** Employees shall receive two (2) fifteen (15) minute uninterrupted rest periods without loss of pay in any one (1) workday. The rest periods shall be scheduled approximately within fifteen (15) minutes of the employee's half ( $\frac{1}{2}$ ) shifts. Employees working three and one-half ( $3\frac{1}{2}$ ) hours but less than seven (7) hours shall be entitled to one (1) rest period. Employees shall be compensated at their straight-time hourly rate of pay for rest periods not taken in violation of the rest-period provision herein.

**8.15.** Each night crew having four (4) or more employees shall have a lead member who shall receive in addition to his hourly rate of pay and night premium an additional forty cents (40¢) per hour for performing the duties of a night-crew leader.

All full-time forty (40) hour night-crew employees will be scheduled five (5) nights per week, Monday through Saturday. All full-time forty (40) hour night-crew employees shall be scheduled within two (2) hours of the same starting time each night of the week. Full-time forty (40) hour night-crew employees shall be scheduled regular nights of each week. Night-crew employees shall not be scheduled without at least twelve

(12) hours' rest between their quitting time and starting time.

All forty (40) hour night stockers shall receive a night premium of forty cents (40¢) per hour.

Night-crew work shall be assigned by inverse seniority, or at the employee's request. When openings occur for day jobs, night-crew employees shall be offered day jobs by seniority before new hires. Once each four (4) weeks, forty (40) hour night-stock employees will be scheduled for four (4) consecutive ten (10) hour, straight-time shifts.

8.16. All employees who, under the previous Labor Agreement, had been compensated night premium of forty cents (40¢) per hour shall continue to receive the aforesaid night premium under this current Labor Agreement.

8.17. No employee shall be scheduled without at least twelve (12) hours' rest between shifts.

#### ARTICLE IX—WAGES (D)

9.1. Minimum wage rates shall be as follows:

Clerks:	Effective 8/12/79	Effective 8/10/80	Effective 8/9/81
0 - 6 months.....	\$ 3.75	\$ 3.95	\$ 4.05
7 - 12 months.....	4.00	4.20	4.40
13 - 18 months.....	4.20	4.55	4.75
19 - 24 months.....	4.40	4.75	5.00
25 - 30 months.....	4.60	5.00	5.30
31 - 36 months.....	4.80	5.25	5.65
37 - 42 months.....	5.10	5.60	6.10
43 - 48 months.....	5.30	5.80	6.30
49 - 54 months.....	5.60	6.10	6.60
55 - 60 months.....	5.90	6.40	6.90
61 - 66 months.....	6.30	6.80	7.30
67 - 72 months.....	6.70	7.20	7.70
Over 72 months.....	7.05	7.55	8.05

#### Utility Clerks:

0 - 6 months.....	\$ 3.20	\$ 3.40	\$ 3.50
7 - 12 months.....	3.30	3.50	3.60
Over 12 months.....	3.70	4.00	4.10

9.2. Employees will remain in the above slotted brackets for a period of six (6) months, and thereafter, will progress one (1) experience bracket for each completed six (6) months of service.

\$3.60 to \$4.00
3.75 to 4.20
4.05 to 4.40
4.40 to 4.80
4.65 to 5.10
5.10 to 5.60
5.40 to 5.90
5.75 to 6.30
6.10 to 6.70
6.50 to 7.05



**9.3.** Employees presently receiving, or who may hereafter receive in excess of the above pay schedules shall not have their pay decreased because of provisions of this Contract.

The negotiated wage increases are to apply to all employees who are presently receiving in excess of Contract rates.

**9.4. Definition of "Service in Industry":**

- (a) Proven comparable experience not terminating more than two (2) years prior to date of application and shown on application for employment shall be the basis for determination of a new employee's rate of pay. Such experience prior to two (2) years before date of application and ending within the two (2) year period must be continuous to be counted. U.F.C.W.I.U. Union Card showing experience will be recognized as initial proof of experience.
- (b) Claims for rate adjustment based on previous "service in the industry" must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision, except where such experience is shown on the initial "application for employment" in which event said ninety (90) days should not apply.
- (c) Service in the Industry Formula: In the application of service in the industry, rehired or new employees shall receive experience credit on the following basis: Employees hired shall receive full credit for each month of service up to a maximum of twenty-four (24) months.

**9.5.** Wages shall be paid each week by check to all employees and the Employer shall post on the stubs the following information: Straight-time, overtime, and holiday hours paid for, plus the employee's straight-time hourly rate of pay. In lieu of such information on the stubs, the Employer will make available a payroll work sheet containing such information to the Union Representative at the store.

**9.6.** Whenever an employee is assigned to and assumes the responsibilities of a duly-appointed Department Head for five (5) working days or more, he or she shall receive the appropriate Contract rate for such time worked, or his or her regular rate of pay, whichever is greater.

**9.7.** In the event the Employer creates a new job classification which involves new job duties, responsibilities, or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job or classification.

## **ARTICLE X—HOLIDAYS**

**10.1.** All employees shall be entitled to the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; or days legally celebrated in lieu thereof, and any additional holiday proclaimed by the President of the United States or Acts of Congress.

**10.2.** All employees will be entitled to a birthday holiday. The birthday holiday shall be taken during the week in which the birthday falls. If an employee's birthday falls during a holiday week, the birthday holiday shall be scheduled for the following regular workweek. Employees hired after August 13, 1979, shall be entitled to a birthday holiday on their birth date in the calendar year following the year in which they were employed.

**10.3.** All employees hired prior to August 13, 1979, shall be entitled to two (2) personal holidays as of January 1st of each calendar year.

All employees hired on or after August 13, 1979, shall qualify for personal holidays on the following basis: One (1) personal holiday at any time during the first twelve (12) months of employment.

Two (2) personal holidays at any time during the second twelve (12) months of employment.

Thereafter, all employees shall qualify for personal holidays as of January 1st of each succeeding year. Personal holidays shall be taken and paid for only on days requested by the employee. The employee shall request a personal holiday in advance of the posting of the schedule for the week in which the personal holiday occurs.

Utility Clerks who average less than thirty-five (35) hours per week shall not be entitled to receive a birthday holiday or personal holidays as otherwise provided in this Article X.

A request for a personal holiday may be denied for business reasons provided, however, that no such request may be denied more than twice.

**10.4.** Employees may use their personal holidays twice each year for a three (3) day weekend mini vacation. In January and June of each calendar year, eligible employees in the store will select the available specific weekend on the basis of seniority. A weekend is defined as Friday through Sunday or Saturday through Monday.

**10.5.** Earned personal holidays, not used, shall be paid to the employee upon termination, layoff or extended leave of absence, or if still employed, the week prior to Christmas, along with unused sick pay.

**10.6.** Holiday pay shall be determined by the number of hours which an eligible employee averages during the normal workweek as follows:

**Average Hours  
Per Week**

Less than 26 hours  
26 hours to 32 hours  
32 hours or more

**Holiday Pay  
In Hours**

4 hours at regular rate of pay  
6 hours at regular rate of pay  
8 hours at regular rate of pay

The average number of hours per workweek, for the purpose of this Article, shall be computed in accordance with vacation-pay computation, Article 11.2.

For new hires not eligible for vacation pay, the average number of hours per workweek shall be computed on the basis of the average for the four (4) weeks immediately preceding the holiday, or during the period of employment if the eligible employee has less than four (4) weeks' employment.

**10.7.** During the week in which holidays occur, other than personal holidays, employees shall receive time and one-half (1½) their regular rate of pay after thirty-two (32) hours work.

**10.8.** Employees who work on legal holidays, as specified in Sec. 10.1 of this Article shall receive time and one-half (1½) for all hours worked on the holiday in addition to their holiday pay. Forty (40) hour employees working on a holiday shall be scheduled for their regular basic workweek of four (4) days in addition to the holiday worked.

**10.9.** In order to be entitled to unworked holiday pay, as set forth in this Article, employees must work their scheduled day before the holiday and their scheduled day after the holiday unless absence is excused by the Company or the employee presents a valid doctor's statement confirming the employee's illness.

**10.10.** Where a majority of an employee's total weekly hours' work during the holiday week are at a premium-paid job classification, the employee's holiday pay will include premium pay.

**10.11.** No employee shall be required to work after 5:00 P.M. on Christmas Eve or 5:00 P.M. on New Year's Eve and New Year's Day. No employee shall work on Christmas Day. Only volunteers shall work after 5:00 P.M. on Christmas Eve or 5:00 P.M. on New Year's Eve and New Year's Day. If an insufficient number of employees volunteer, then the Employer will schedule the required employees on the basis of reverse seniority.

**ARTICLE XI—VACATION**

**11.1.** All employees shall be eligible to receive a paid vacation as of the anniversary dates of their continuous employment with the Employer on the following basis:

One (1) year of  
continuous employment .....One (1) week  
Two (2) years of  
continuous employment .....Two (2) weeks

Five (5) years of continuous employment .....	Three (3) weeks
Twelve (12) years of continuous employment .....	Four (4) weeks
Twenty (20) years of continuous employment .....	Five (5) weeks
Twenty-five (25) years of continuous employment .....	Six (6) weeks

**11.2.** Vacation pay shall be paid at the Contract rate in effect at the time of the vacation and shall be based on the total number of hours worked for the twelve (12) month period preceding the anniversary date, divided by fifty-two (52). Employees working scheduled overtime hours and/or premium pay jobs as part of the normal weekly schedule shall receive vacation pay computed on the basis of such overtime and/or premium pay. Employees regularly scheduled forty (40) hours per week shall be paid their vacation pay based on forty (40) hours per week.

**11.3.** Personal leaves of thirteen (13) weeks or less shall be counted as time worked for the purpose of computing vacation benefits. Medical leaves of seventeen (17) weeks or less shall be counted as time worked for the purpose of computing vacation benefits. For personal leaves in excess of thirteen (13) weeks, the divisor in Section 11.2 above shall be reduced to thirty-nine (39). For medical leaves in excess of seventeen (17) weeks, the divisor in Section 11.2 above shall be reduced to thirty-five (35).

**11.4.** An employee who has qualified for his or her first vacation and is subsequently laid off, shall receive a pro rata vacation for each full month of service completed since his last anniversary date of employment.

**11.5.** An employee who is discharged or quits, except discharge for dishonesty, after having worked six (6) months or more since his last anniversary date shall receive a pro rata vacation for each full month of service completed since his last anniversary date of employment.

**11.6.** If a holiday occurs during an employee's vacation, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

**11.7.** It is agreed that no forty (40) hour employee shall have his/her basic workweek reduced for the purpose of evading vacation provisions established herein.

**11.8.** Vacations shall be scheduled on a store-wide seniority basis and may be taken any time during the year. No employee shall be compelled to take a vacation at a time not mutually agreed upon.

An employee with three (3) weeks or less vacation shall not be required to split his or her vacation time.

**11.9.** Any person who enters military service shall be paid his/her pro rata vacation pay, for that which he/she has earned, up to the time of his/her entering military service.

Any veteran returning to work after military service shall receive his/her pro rata vacation pay for time worked during the time from his/her return to the anniversary date of his/her original hiring date.

Vacation allowed shall be in compliance with the terms of the existing Agreement.

**11.10.** An employee with more than six (6) months of service, but less than one (1) year of service, shall be allowed to receive up to one (1) week's unpaid vacation leave during his first year of employment, provided that a replacement employee is available.

**11.11.** Vacation schedules shall be posted in all stores by April 1st of each year.

## **ARTICLE XII—SICK DAYS**

**12.1.** All employees hired prior to August 13, 1979, shall be entitled to receive the same number of paid sick days as specified in the previous Labor Agreement. These employees shall qualify for paid sick days as of January 1st of each succeeding year.

**12.2.** Employees hired on or after August 13, 1979, shall earn sick days as follows:

- (a) 120 days' service in the first year of employment  
—1 day  
240 days' service in the first year of employment  
—2 days
- (b) 90 days' service in the second year of employment—1 day  
180 days' service in the second year of employment—2 days  
270 days' service in the second year of employment—3 days
- (c) After twenty-four (24) months of employment, employees hired after August 13, 1979, shall receive three (3) paid sick days as of January first (1st) as follows:  
One (1) sick day during the first calendar quarter (January, February, March).  
One (1) additional sick day during the second calendar quarter (April, May, June).  
One (1) additional sick day at any time during the third (3rd) or fourth (4th) calendar quarter.

**12.3.** Sick pay shall commence on the first (1st) day of absence provided such day is a scheduled workday and shall be paid for on the following basis:

**(a) Average Hours  
Per Week**

Less than 26 hours  
26 hours to 32 hours  
32 hours or more

**Hours of Sick Pay**

4 hours at regular rate of pay  
6 hours at regular rate of pay  
8 hours at regular rate of pay

The average number of hours for the payment of unused sick days, as provided in Paragraph (c) below, shall be based on the average number of hours per week as computed for vacation purposes in Article XI, Section 11.1.

(b) Sick leave unused during the calendar year shall be paid for in accordance with the above schedule during the pay period immediately preceding the Christmas week.

(c) Earned unused sick pay shall be paid to the employees upon termination, layoff or extended leave of absence.

**12.4.** Utility Clerks who average less than thirty-five (35) hours per week shall not be entitled to receive sick days as provided for in this Article XII.

**ARTICLE XIII—JURY SERVICE—FUNERAL PAY—  
MILITARY RESERVE**

**13.1.** All employees who are subpoenaed for jury service and actually report shall receive the difference in pay for time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours' pay at the employee's regular straight-time hourly rate of pay.

The employee shall notify the Store Manager that he or she has been subpoenaed for jury service on the employee's first workday following receipt of such subpoena.

When an employee is released for a day or part of a day, he/she shall report to his/her store for work.

Any employee who reports for jury service for five (5) days, Monday through Friday, shall not be scheduled to work on Saturday during that week. If, however, an employee volunteers to work on Saturday, at the request of the Employer, the employee shall receive the appropriate hourly rate of pay for said days, which pay shall not be set off against or deducted from the forty (40) hours' jury pay; provided further that hours worked on Saturday shall not be considered as hours in excess of forty (40) hours for overtime purposes.

**13.2.** The Employer agrees to pay all employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren,

step-parents, step-children, grandparents-in-law, or any relative residing with the employee or with whom the employee is residing.

13.3. Any employee, who serves in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the Unit in which they serve. Such employee shall give the Employer two (2) weeks' prior notice. An employee shall not be required to take military training duties as his earned vacation.

The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

#### **ARTICLE XIV—LEAVE OF ABSENCE**

14.1. All employees, after three (3) months' employment shall be granted a leave of absence not exceeding one (1) year for injury or certified illness including pregnancy. Leaves of absence in excess of one (1) year may be granted by the Employer provided, however, that the employee shall not accumulate seniority in excess of one (1) year. All employees after three (3) months of service may be granted a personal leave of absence, not exceeding thirty (30) days upon the Employer's permission, without loss of seniority.

14.2. All leaves of absence must be in writing by the employee to the Store Manager and the Store Manager will send a written approval or disapproval to the employee.

14.3. Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another Employer, or who goes into business for himself, is subject to discharge.

14.4. Upon return to work from a leave of absence, the employee shall be restored to the job previously held, or to a comparable job with regard to work and rate of pay. Time spent on leave of absence in excess of thirty (30) days shall not count toward wage progression. Upon notice to the Store Manager of availability for work by no later than noon Wednesday, the employee shall be restored to the work schedule for the following week. If notice is given after noon on Wednesday, the employee shall be restored to the work schedule for the second week following notice.

14.5. Employees returning to work from leave of absence due to sickness, accident or pregnancy may be required by the Employer to pass a physical examination before returning to work. Such physical examination shall be at the expense of the Employer.

14.6. Employees while on illness leave shall be entitled to holiday pay during the first (1st) thirty (30) days of such leave.

14.7. Employees injured on the job and unable to work as certified by the Employer's physician shall receive their regular hourly rate of pay, as scheduled, up to three (3) calendar days. The Employer shall maintain accident report forms in the store office.

#### **ARTICLE XV—DISCHARGE OR SUSPENSION**

15.1. No employee shall be discharged or suspended without just cause.

#### **ARTICLE XVI—GRIEVANCE AND ARBITRATION**

16.1. The properly accredited officers or representatives of both parties to the Agreement shall be authorized to settle any dispute, disagreement, difference or grievance arising out of the terms, application or interpretation of this Agreement. The Union shall submit same in writing to the Company within fifteen (15) days of the date of the grievance or the claim is nullified.

16.2. Representatives of the parties shall attempt to resolve all grievances as promptly as possible. For this purpose, either party may call a grievance meeting. The Company shall reply in writing to the Union's written grievance within five (5) days following receipt of the written grievance.

16.3. When in the judgment of either party arbitration is necessary, either party may initiate same by notifying the other party in writing that it has invoked the arbitration provisions of the Contract and that it has requested the American Arbitration Association to submit a panel of arbitrators to the parties. In no event shall arbitration be initiated earlier than seven (7) days following the mailing of the written grievance. The parties shall promptly proceed to select an arbitrator from the panel and proceed to arbitrate the grievance all in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

16.4. Expenses incurred in connection with the arbitration, to wit, fees of the American Arbitration Association, the arbitrator's fees and expenses and rental of a hearing room, if necessary, shall be shared equally by the parties.

16.5. The failure of the Union to protest any constructive action notice or other written warning issued an employee shall not be deemed as an admission on the part of the Union or the employee as to the truth of the content of such written notice or the propriety of its issuance.

16.6. Except as otherwise specifically set forth in this Agreement, it is agreed between the parties hereto that there shall be no strikes, cessation of work, picketing, boycotts or lockouts pending the final decision of any dispute submitted to arbitration in accordance with the provisions of this Agreement.



**16.7.** It shall not be a violation of this Agreement for any employee to refuse to cross a legal, primary, labor picket line that has been authorized by the United Food and Commercial Workers International Union. The Employer shall be notified in writing when any picket line has been sanctioned by the Union.

#### **ARTICLE XVII—UNION ACCESS TO STORES**

The Company agrees to permit an authorized representative or officer of the Union to have access to the stores at all hours when said stores are open for business for the purpose of communicating with the employees employed therein, but such representatives or officers shall not unnecessarily interfere with the duties of said employees or the business of the Company.

#### **ARTICLE XVIII—NEW STORE OPENING— STORE CLOSING**

**18.1. New Store Opening:** In the event the Employer opens a new store, the new store will be staffed by employees in accordance with the following procedures:

- (a) The Employer will post in each of the Employer's stores notice of the new store opening at least four (4) weeks prior to the store opening date. The notice shall remain posted for at least ten (10) days including the date of posting and give a brief description of each position to be filled and the number of anticipated forty (40) hour and less than forty (40) hour jobs for each position. Further, the posted notice shall advise the employees that they may bid on the positions at the new store by signing the notice for the posted positions.
- (b) All non-classified positions will be filled in accordance with the seniority of the bidding employees. All positions not filled shall be offered to employees on layoff status in accordance with seniority.
- (c) The Employer will not hire new employees for the new store until the above procedures have been complied with.
- (d) Employees transferred from existing stores to a new store that is opened shall, if subject to lay-off within a period of ninety (90) days after the store is opened, have the right to return to the store from which transferred and assume the job that their seniority warrants.

**18.2. Store Closing:** The Employer agrees to give the employees and the Union thirty (30) days' notice in advance of a store closing or sale.

**18.3.** Letters of recommendation will be given to all laid off employees at time of layoff.

**18.4.** The Company agrees to recall any laid off employees in any new locations opened under the jurisdiction of the Local Union covered by this Agreement.

**18.5.** Payment of unused sick leave, personal holidays and vacation will be paid to employees laid off resulting from store closings.

**18.6.** Vacation and holiday pay shall be based on the highest rate paid to an employee during the one (1) year period prior to the employee receiving said vacation and holiday pay.

#### **ARTICLE XIX—GENERAL**

**19.1.** The Union Store Card must be displayed in all places where members of the Union are employed. The Store Card shall not be removed in case of a dispute unless the dispute is taken up with proper officials of the Company first.

**19.2.** The Union shall use its best effort as a labor organization to enhance the interests of the Company as an employer of Union labor.

**19.3.** Members of the Union may wear their Union Buttons when on duty.

**19.4.** The Company shall provide a bulletin board on which the Union may post notices.

**19.5.** Any uniform deemed necessary by the Company for its employees shall be furnished and laundered at the expense of the Company.

Where the Company desires to furnish dacron or similar type of uniforms to female employees and the female employees in such store are unanimously in favor of such uniforms, such uniforms shall be laundered by the employee and shall be returned to the Employer upon termination of employment, if so requested.

**19.6.** The Company agrees to provide suitable rest area in the store.

**19.7.** Where time clocks are not provided, the Employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.

**19.8.** No employee covered by this Agreement shall be required by any representative of the Employer to be the subject of a lie detector test for any reason whatsoever.

**19.9.** The Employer shall provide a first aid kit containing bandages.

**19.10.** If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.

**19.11.** Any time spent away from the store on the legal business of the Employer, either at the request of the Employer or pursuant to a legal subpoena, shall be compensated by the Employer at the employee's regular rate of pay. Such hours shall not be considered as

time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled work-week.

**19.12.** For store meetings, minimum call-in compensation shall be one (1) hour's pay or pay for actual time spent at the meeting, whichever is greater. There shall be no more than one (1) meeting per calendar quarter which requires employee attendance. There shall be a ten (10) day prior posting of notices of all meetings which require employee attendance.

## **ARTICLE XX—TECHNOLOGICAL CHANGE**

**20.1.** The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties agree as follows:

In the event the Employer introduces major technological changes which for the purpose of this Article are defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) day advance notice of such change will be given to the Union.

In addition, the Employer agrees:

- (a) Any retraining necessary will be furnished by the Employer at no expense to the employees.
- (b) Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
- (c) In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
  - 1. All employees with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. The maximum severance pay for all employees shall not exceed eight (8) weeks' pay.
  - 2. An employee shall be disqualified for severance pay in the event the employee:
    - (a) Refuses retraining;
    - (b) Refuses a transfer within a geographical grouping;
    - (c) Voluntarily terminates employment.

**20.2.** Utility Clerks who average less than thirty-five (35) hours per week shall not be covered under the provisions of this Article.

## **ARTICLE XXI—HEALTH AND WELFARE**

**21.1.** The Employer agrees to continue to pay by the tenth (10th) day of the month into the Retail Clerks Unions and Employers Midwest Health Benefits Fund the sum of forty-five cents (45¢) per hour on all straight-time hours worked by eligible employees covered by this Agreement. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week. Contributions shall be increased as follows during the term of this Agreement:

- (a) Five cents (5¢) per hour to fifty cents (50¢) per hour for all hours worked, commencing June 1, 1980.
- (b) Five cents (5¢) per hour to fifty-five cents (55¢) per hour for all hours worked, commencing June 1, 1981.
- (c) Five cents (5¢) per hour to sixty cents (60¢) per hour for all hours worked, commencing June 1, 1982.

“Eligible employee” shall be defined as a covered employee who has completed his probationary period. Contributions shall commence with the beginning of the fifth (5th) payroll period following the date of employment.

**21.2.** The Trust Fund shall be jointly administered by a Board of Trustees, with an equal number of Trustees representing the Union, and an equal number of Trustees representing the Employer.

**21.3.** When an eligible employee covered by the Health and Welfare Plan changes employment from one (1) participating Employer to another participating Employer within a thirty-one (31) day period, the new Employer shall immediately pay the same contribution rate previously paid on behalf of said employee. Thereafter, eligibility and rate of contribution shall be determined in accordance with all provisions of this Article.

**21.4.** The Employer shall contribute to the Health and Welfare Fund for all employees who are off work due to injury on the job for a period of one (1) month following the month in which the injury occurred. The contribution shall be based on the employee's previous months hours.

## **ARTICLE XXII—PENSION**

**22.1.** The Employer agrees to continue to make a contribution of thirty-seven cents (37¢) per hour on all straight-time hours worked by employees covered by this Agreement. Such contributions shall be made to the Retail Clerks Unions and Employers Midwest Pension Fund. The contribution shall also be made on hours for which employees receive holiday and vacation pay

and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week.

22.2. Contributions shall be increased as follows during the term of this Agreement:

- (a) Five cents (5¢) per hour to forty-two cents (42¢) per hour for all hours worked, commencing June 1, 1980.
- (b) Five cents (5¢) per hour to forty-seven cents (47¢) per hour for all hours worked, commencing June 1, 1981.
- (c) Five cents (5¢) per hour to fifty-two cents (52¢) per hour for all hours worked, commencing June 1, 1982.

"Eligible employee" shall be defined as a covered employee who has completed his probationary period. Contributions shall commence with the beginning of the fifth (5th) payroll period following the date of employment.

22.3. Contributions shall be made to a jointly administered Pension Trust Fund to be trusteeed and administered in accordance with existing law and in accordance with the Pension Plan and Trust Agreement existing between the parties. Said contributions shall be for the sole purpose of providing pension for eligible employees as defined in such Pension Plan.

#### **ARTICLE XXIII—COLLECTION OF DELINQUENT CONTRIBUTIONS**

23.1. Any Employer who is sixty (60) days delinquent in the payment of any or all of the contributions required of it by the above Articles XXI and XXII shall pay as liquidated damages, a sum of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly and on a separate basis for the Health and Welfare Fund and the Pension Fund. The amount of liquidated damages shall be added to the cumulative total of delinquent contributions and shall be included in the computation of damages.

23.2. In addition to the foregoing, an Employer delinquent sixty (60) days or more shall be liable for the payment of any benefits paid or otherwise payable to an employee or his dependents from the Health and Welfare Trust Fund as a result of any claim incurred during the period of delinquency. Said liability shall not be waived by payment of the amount delinquent, including the liquidated damages, or by payment of the claim by the Health and Welfare Trust Fund.

The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare and/or Pension Fund as directed by action of the Board of Trustees of these Funds.

#### **ARTICLE XXIV—CONFORMITY TO LAW**

Nothing contained in this Agreement is intended to violate any Federal Law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace such void part with a valid provision

#### **ARTICLE XXV—TERM OF AGREEMENT**

25.1. This Agreement shall be effective from August 8, 1979, through August 7, 1982, at which time it shall automatically renew itself from year to year, provided, however, that either party may give to the other party not less than sixty (60) days' notice in writing prior to the expiration date or to annual renewal date of its intention to change or terminate said Contract.

25.2. By execution of the Collective Bargaining Agreement, the Employer does hereby adopt, ratify and become a party to the Retail Clerks Unions and Employers Midwest Health Benefits Fund Agreement and Declaration of Trust, and the Retail Clerks Unions and Employers Midwest Pension Fund Agreement and Declaration of Trust, and said Agreements and Declarations of Trust are hereby incorporated herein and made part hereof. Further, the Employer reaffirms and ratifies all acts of the Trustees performed pursuant to said Agreements and Declarations of Trust.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

#### **FOR THE COMPANY**

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#### **FOR THE UNION**

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**LOCAL UNIONS  
COVERED UNDER THIS AGREEMENT**

**RETAIL CLERKS UNION,  
LOCAL 1550  
CHICAGO FOOD STORES**

Office — 4858 Sheridan Road — Chicago  
312-878-9810

**RETAIL CLERKS UNION,  
LOCAL 1540  
NORTH AND NORTHWEST SUBURBAN  
FOOD STORES**

Office — 601 W. Golf Road — Mt. Prospect, Ill.  
312-593-3500

**RETAIL CLERKS UNION,  
LOCAL 1504  
SOUTH SUBURBAN AND KANKAKEE  
FOOD STORES**

Office — P.O. Box 192 — Harvey, Ill.  
312-331-4067

**RETAIL CLERKS UNION,  
LOCAL 1453  
JOLIET AND ADJACENT AREA  
FOOD STORES**

Office — 19 E. Ohio St. — Joliet, Ill.  
815-726-5382

**RETAIL CLERKS UNION,  
LOCAL 98  
AURORA, ELGIN — FOX RIVER VALLEY  
FOOD STORES**

Office — 4901 Cornell — Downers Grove, Ill.  
312-968-4689

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